

PREPARED BY:
Stroock Stroock & Lavan LLP
3160 Wachovia Financial Center
200 South Biscayne Blvd.
Miami, FL 33131-2385
(TEL: 305 789-9311)

Cato Store #669
Southaven Shopping Center
Southaven, Mississippi

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made this 4th day of October, 2004, by and between CATOSOUTH, LLC, c/o The Cato Corporation, P. O. Box 34216, Charlotte, North Carolina 28234, hereinafter referred to as "Lessee," and LEHMAN BROTHERS BANK, FSB, 399 Park Avenue, New York, New York 10022, hereinafter referred to as "Mortgagee."

WITNESSETH:

For the purposes of inducing Mortgagee to make a loan to Southaven Station LLC, hereinafter referred to as "Lessor," secured by a mortgage upon property owned by Lessor, a part of which is subject to a lease from Lessor's predecessor-in-interest, Topvalco, Inc., to Lessee's predecessor-in-interest, The Cato Corporation, dated February 1, 1986, as amended (collectively, the "Lease"), undersigned Lessee does hereby agree as follows:

1. That the Lease and the rights of Lessee thereunder are hereby subordinated to a mortgage, and the lien thereof, securing the above mortgage loan to be made by Mortgagee, and to any renewal, modification, or extension thereof, as though said mortgage were executed prior in point of time to the execution of the Lease.
2. In the event of foreclosure of the aforementioned mortgage, Lessee agrees to attorn to and accept the purchaser at the foreclosure sale as landlord for the balance then remaining of the term of the Lease subject to all of the terms and conditions of the Lease.
3. Lessee agrees to give prompt written notice to Mortgagee of any default of Lessor in the obligations of Lessor under the Lease, if such default, left uncured, is of such a nature as to give Lessee a right to terminate the Lease. It is further agreed that such notice will be given to any successor in interest of Mortgagee in said mortgage provided that prior to any such default of Lessor such successor in interest shall have given written notice to Lessee of its acquisition of Mortgagee's interest therein, and designated the address to which such notice is to be directed.

In consideration of the foregoing agreements of Lessee, the undersigned Mortgagee agrees that it will not disturb Lessee's possession or enjoyment of the premises demised under the Lease, and that it will accept the attornment of Lessee thereafter, if Lessee be not then in default under the Lease beyond any applicable cure period.

The agreements herein contained shall bind and inure to the benefit of the successors in interest of the parties hereto and, without limiting such, the agreement of Mortgagee shall specifically be binding upon any purchaser of said property at a sale foreclosing said mortgage.

If the loan made by Mortgagee is secured by a deed of trust or security deed rather than by a mortgage, all references herein to mortgage shall be construed as referring to such other type of security instrument.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof as of the day and date first above written.

LESSEE:

CATOSOUTH, LLC
A North Carolina Limited
Liability Company

By: The Cato Corporation
A Delaware Corporation
As Member

By: [Signature]
Vice President

Attest: [Signature]
Assistant Secretary

WITNESS:

[Signature]
Charlene R. Edwards

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 4th day of October, 2024, before me, the undersigned Notary Public in and for the county and state aforesaid, personally came WEBB REYNER, who being duly sworn, says that he is VICE PRESIDENT of THE CATO CORPORATION and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation by its authority duly given. And the said J. GREGORY FAGAN, Assistant Secretary, acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and seal, this 4th day of October, 2024.

My Commission Expires:
11.2.07

[Signature]
Notary Public

LENDER:

LEHMAN BROTHERS BANK, FSB,

By: [Signature]
Name: CHARLENE THOMAS
Title: VICE PRESIDENT

Witness: [Signature]
Print Name Kevin Chin

Witness: [Signature]
Print Name Keiko Graham

STATE OF New York)
COUNTY OF New York)

On this 12 day of October, 2004 before me, the undersigned officer, personally appeared:

(a) Charlene Thomas
(residing at _____*), and

(b) _____
(residing at _____*),

personally known and acknowledged himself/herself/themselves to me (or proved to me on the basis of satisfactory evidence to be the

- [a] ☒ [Vice] President, and
- [b] (Assistant) Secretary [(Assistant) Treasurer**]

respectively of **Lehman Brothers Bank, FSB** (hereinafter, the "Bank"),

and that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Bank by himself/herself/themselves in their authorized capacity as such officer(s) as his free and voluntary act and deed and the free and voluntary act and deed of said Bank.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

EDNA LANAHAN
NOTARY PUBLIC, State of New York
No. 01LA6070349
Qualified in New York County
Commission Expires March 4, 2006

[Signature]
Notary Public

Notarial Seal

My Commission Expires:
3/4/06

- * New York only requirement
- ** Massachusetts only requirement

WHEN RECORDED RETURN TO:
LANDAMERICA - NCS
1050 Wilshire Dr., Ste. 310
Troy, MI 48064
Case No. 096939

EXHIBIT A

PARCEL NO. 1

Lots 1 and 2, Kroger Plaza Shopping Center Subdivision, in Section 24, Township 1 South Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 23, Page 19, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

LESS AND EXCEPT:

Beginning at a point that is 82 feet Southerly of and perpendicular to the centerline of survey of Stateline Road relocation at Station 43 + 15 as shown on the plans for Federal Aid Project No. CM-0055-04(050)(100222/201000) at Highway Survey Station 1723 + 13.66; from said point of beginning, run thence South 89 deg. 43'44" West, a distance of 288.613 feet to the Western line of grantor's property; thence run North 00 deg. 03'44" East along said Western property line, a distance of 20.970 feet to the present Southern right-of-way line of said Stateline Road, a distance of 236.265 feet; thence run North 89 deg. 52'29" East along the present Southern right-of-way line of said Stateline Road, a distance of 52.338 feet; thence run South 00 deg. 02'40" West a distance of 19.831 feet to the point of beginning.

PARCEL NO. 2

Easements under instrument recorded in Plat Book 23, Page 19, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

PARCEL NO. 3

Easement under Declaration of Easement for Kroger Plaza Shopping Center, Inc., recorded in Power of Attorney Contract and Lease Book 52, Page 745, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

The above referenced property is also described as follows:

PARCEL 1

All that certain tract or parcel of land containing 10,500 acres more or less, being a portion of Lots 1 and 2, Kroger Plaza Shopping Center Subdivision, in Section 24, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown on plat appearing of record in Plat Book 23, Page 19, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi;

Commencing at the Northeast corner of Section 24, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi; thence North 89 degrees 02 minutes 23.6 seconds West (record) for a distance of 2017.35 feet (record) to a point; thence South 00 degrees 35 minutes 23 seconds West (record) for a distance of 53.00 feet (record) to a found 1/2 inch iron rod and the POINT OF BEGINNING of herein described tract; thence South 00 degrees 38 minutes 21 seconds West

(Continued on next page)

(record, South 00 degrees 35 minutes 23 seconds West) for a distance of 699.29 feet (record, 700.00 feet) to a found 3/8 inch iron rod; thence North 88 degrees 56 minutes 10 seconds West (record, North 89 degrees 02 minutes 24 seconds West) for a distance of 350.58 feet (record) to a point; thence North 88 degrees 45 minutes 32 seconds West (record North 88 degrees 51 minutes 46 seconds West) for a distance of 349.37 feet (record, 350.00 feet) to a found 1/2 inch iron rod on the East right of way of Hamilton Road; thence, North 00 degrees 35 minutes 24 seconds East (record) along said East right of way line of Hamilton Road for a distance of 457.95 feet (record, 457.92 feet) to a found 3/4 inch iron rod; thence North 01 degrees 53 minutes 25 seconds East (record) for a distance of 221.13 feet to a point; thence South 89 degrees 10 minutes 37 seconds East for a distance of 288.61 feet (record) to a point; thence North 02 degrees 15 minutes 46 seconds East for a distance of 19.83 feet (record) to a point; thence, along South right of way line of said State Line Road, run South 88 degrees 57 minutes 04 seconds East (record) for a distance of 213.48 feet to a point, from whence bears a found 3/8 inch iron rod bearing South 00 degrees 18 minutes 28 seconds East at a distance of 5.05 feet; thence leaving said right of way, run South 00 degrees 13 minutes 39 seconds East (record, South 00 degrees 13 minutes 55 seconds East) for a distance of 175.33 feet (record, 175.18 feet) to a found railroad spike; thence South 88 degrees 59 minutes 00 seconds East (record, South 88 degrees 57 minutes 09 seconds East) for a distance of 152.98 feet (record, 152.97 feet) to a found railroad spike; thence North 00 degrees 13 minutes 39 seconds West (record, North 00 degrees 13 minutes 05 seconds West) for a distance of 174.79 feet (record, 175.17 feet) to a found X marked in concrete; thence South 86 degrees 43 minutes 01 seconds East (record, South 88 degrees 57 minutes 04 seconds East) for a distance of 39.90 feet (record, 39.88 feet) to the POINT OF BEGINNING, Containing an area of 457,394 square feet or 10,500 acres, more or less.

PARCEL NO. 2

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PARCEL NO. 3

Easement under Declaration of Easements for Kroger Plaza Shopping Center, Inc., recorded in Power of Attorney Contract and Lease Book 52, Page 745, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

RETURN TO:
LAWYERS TITLE INSURANCE COMPANY
6363 Poplar Ave. - Suite 208
Memphis, TN 38119
File # 10019008 Attn. *Phyllis*

STATE MS. - DESOTO CO
Nov 1 1 54 PM '04 PA
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CH. CLK.